

**REQUEST FOR QUOTATION (FAX ON DEMAND)**

Quotations will be accepted until 3:00 p.m. MST on
October 22, 2004

**ARIZONA DEPARTMENT
OF VETERANS' SERVICES**

4141 N. 3RD STREET
PHOENIX, AZ 85012
602-263-1828

RFQ (FOD) NO.: VSF05-045**SOLICITATION NUMBER: VSF05-045****SOLICITATION DUE DATE/TIME:** October 22, 2004, at 3:00 P.M. Mountain Standard Time**CONTRACT DELIVERY:** Thirty days after receipt of order**DESCRIPTION OF PROCUREMENT: CARBONATED AND NON-CARBONATED BEVERAGES****SOLICITATION SUBMITAL: OFFERS MAY BE SUBMITTED BY FACSIMILE TO 602-222-6687
OR DELIVERED TO THE FOLLOWING ADDRESS.**

Arizona Department of Veterans' Services
Arizona State Veterans Home
4141 N. 3rd Street
Phoenix, Arizona 85012

In accordance with A.R.S. §41-2535, A.A.C.R2-7-336. Quotations for the materials or services specified will be received by the Arizona Department of Veterans' Services Procurement Office at the above specified location until the time and date cited above.

Quotations must be in the actual possession of the Arizona Department of Veterans' Services Procurement Office on or prior to the time and date, and at the submittal location indicated above. **Late Quotations will not be considered.**

Although it is recommended that Quotations be returned via facsimile, quotations may also be completed in ink or typewritten and delivered to the above address.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

Tammy Vogel
Procurement Officer

602-263-1828
Telephone Number

Date

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RFQ (FOD) NO.: VSF05-045**VENDOR NOTICE – THIS IS NOT A PURCHASE ORDER**

The terms and conditions of this request should be reviewed and understood before preparing a quotation. The quotation shall be the best net price, FOB destination, to include all delivery charges, but exclude applicable taxes. Delivery schedule and discount for early payment shall be indicated below. **Return one original copy of the Request for Quote (RFQ) by 3:00 P.M. MST on October 22, 2004, to 4141 North Third Street, Phoenix, AZ 85012.** Please reference the Buyer's name and the RFQ number on the outside of the return envelope (not applicable to faxed responses if requested below).

DELIVERY LOCATION: 4141 North Third Street, Phoenix, Arizona 85012**BUYER:** Kelli Gourdoux, 602-248-1558

This is a Request for Quotation (RFQ) for:

Carbonated and Non-Carbonated Beverages

*****THIS SECTION MUST BE COMPLETED BY VENDOR*****

The undersigned hereby offers and agrees to furnish the materials, services, or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer. Signature also certifies understanding and compliance with the state of Arizona Uniform Terms and Conditions.

As referenced by paragraph ten (10), "Payment Discount" of the "Instructions for Quotations," the price(s) quoted herein can be discounted by _____%, if payment is made within _____ days.

Delivery shall be made _____ calendar days after receipt of order. Sales Tax Percent: _____%

Company Name _____

Phone No. _____

Fax No. _____

Address _____

City _____

State/Zip _____

Signature _____

Typed Name and Title _____

Date _____

Email Address: _____ Website Address: _____

Federal Tax Identification Number: _____ - _____ - _____ AZ Transaction (Sales) Privilege Tax License No. _____

Arizona Administrative Code R2-7-335 requires, when practical, purchases estimated to cost between \$1,000 and \$25,000 shall be restricted to small businesses. Per A.R.S. 41-1001(14), a "small business" means a concern, including its affiliates, which is independently owned and operated, which is not dominant in its field and which employs fewer than one hundred (100) employees OR which has annual gross receipts of less than four million dollars (\$4,000,000) in its last fiscal year. Please indicate whether the company meets the small business criteria by checking and initialing below.

YES _____ NO _____ INITIAL _____

Executive Order 2000-4 requires purchases estimated to cost between \$1,000 and \$25,000 shall be sought from at least one minority- or woman-owned small business. Please indicate whether the company is a woman- or minority-owned small business by checking in the appropriate area and initialing below.

MINORITY-OWNED _____ WOMAN-OWNED _____ INITIAL _____

ACCEPTANCE OF OFFER AND CONTRACT AWARD (FOR STATE OF ARIZONA USE ONLY)

Your offer is hereby accepted. The Contractor is now bound to sell the materials, services, or construction listed by the attached award notice based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's offer as accepted by the State.

This Contract shall henceforth be referenced as Contract No. _____

AWARDED THIS _____ DAY OF _____, 2004.

Tammy Vogel, Purchasing Officer



INSTRUCTIONS FOR QUOTATIONS

RFQ (FOD) NO.: VSF05-045

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Uniform Instructions to Offerors and Uniform Terms and Conditions.

The State of Arizona's Uniform Terms and Conditions and Instructions to Offerors are hereby incorporated by reference. It is the offeror's responsibility to obtain the current revision of these documents. These documents may be accessed through www.azspo.az.gov/policiesDocuments/index.htm or by calling the Arizona Department of Veterans' Services (602-248-1558).

1. **SUBMISSION:** Quotations shall be signed where applicable and received as designated on the SPO Form 211 no later than as indicated.
2. **OPENING:** This is an informal quotation that will not be read at a public opening; however, the information may be publicly reviewed after an award.
3. **TYPE OF CONTRACT:** Firm, fixed price.
4. **SOLICITATION AMENDMENTS:** The Fax-On-Demand system is unable to determine which potential offerors will be submitting a quotation; therefore, prior to offerors submitting their quotations, the offeror may contact the contract Officer, identified on Page 1 of this solicitation document, to determine if there are any amendments.
5. **TAXES:** The State of Arizona is exempt from Federal Excise Tax, including Federal Transportation Tax. Exemption certificates will be signed upon request. Sales Tax, if any, should be indicated as a separate item.
6. **REJECTION OF QUOTES:** The State reserves the right to reject any, or all, quotes, combinations of items, or lot, and to waive defects or informalities.
7. **BRAND NAMES:** Any manufacturer's names, trade names, brand names or catalog numbers used in the specifications are for the purpose of describing and establishing the general quality level, design and performance desired. Such references are not intended to limit or restrict bidding by other vendors but are intended to approximate the quality design or performance that is desired. Any bid, which proposes like quality, design or performance, will be considered. If the description of your offer differs in any way, you must give a complete detailed description of your quotation including pictures and literature where applicable. Unless a specific exception is made, the assumption will be that you are bidding exactly as specified-on the Request for Quotation.
8. **ERASURES:** The individual signing the Request for Quotation must initial erasures, interlineations or other modifications.
9. **PRICING:** Pricing shall be submitted on an all-inclusive basis and shall include freight and other charges. In case of error in the extension prices in the Vendor's Quotation, the unit price will govern. No Quotation shall be altered, amended or withdrawn after the specific date and time for receiving Quotations. Negligence by the Vendor in preparing the Quotation confers no right for the withdrawal of the Quotation after it has been opened.
10. **PAYMENT DISCOUNT:** Payment discount periods will be computed from the date of receipt of materials or services or correct invoice, whichever is later, to the date the State's warrant is mailed. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice. Payment discounts of thirty (30) calendar days or more will be deducted from the bid price in determining the low bid. However, the State shall be entitled to take advantage of any payment discount offered by the Vendor provided payment is made within the discount period.
11. **PAYMENT:** The State will make every effort to process payment for the purchase of goods or services within thirty (30) calendar days after receipt of goods or services and a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account. Any bid that requires payment in less than thirty (30) calendar days shall not be considered.
12. **ARIZONA PROCUREMENT CODE:** The Arizona Procurement Code (A. R. S. Title 41, Chapter 23) and its Rules and Regulations (A.C.R.R. Title 2, Chapter 7), are made a part of this document as if fully set forth herein. Note: A.R.S. Title 41, Chapter 23 is available at most public libraries; A.C.R.R. Title 2, Chapter 7 may be purchased from the Arizona Secretary of State; and both are available for review at the Arizona State Purchasing Office.
13. **REASONS FOR CANCELLATION:** Failure to provide materials, supplies or instruments in accordance with specifications or failure to meet the stated delivery commitment, shall be cause to IMMEDIATE cancellation of the contract.
14. **OFFSHORE PERFORMANCE OF WORK PROHIBITED:** Due to the security and identity protection concerns, all services under this contract shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in the proposal.



SPECIAL TERMS & CONDITIONS

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ADDITIONAL PURCHASES: The Arizona Department of Veterans' Services (ADVS) reserves the right to request the purchase of additional products during the term of the contract. All terms and conditions and specification of the resultant contract shall also apply to additional purchases.

AMENDMENTS: Any change in the contract including the Scope of Work described herein, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representatives of the Contractor and the Arizona Department of Veterans' Services. Any such amendment shall specify an effective date, any increase or decreases in the amount of the Contractors' compensation if applicable and entitled as an "Amendment," and signed by the parties identified in the preceding sentence. The Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any persons, shall be used or construed as an amendment or modification or supplementation to the contract.

AMERICANS WITH DISABILITY ACT OF 1990: The contractor shall comply with the Americans With Disability Act of 1990 (Public Law 101-336) and the Arizona Disability Act of 1992 (A.R.S. 41-1492, et seq.), which prohibits discrimination on the basis of physical or mental disabilities in delivering contract services or in the employment, or advancement in employment of qualified individuals.

AUTHORITY TO CONTRACT: This contract activity is issued under the authority of the Department of Veterans' Services, Purchasing Officer. No alteration of any portion of the contract, any items or services awarded, or any other agreement that is based upon this contract may be made without express written approval of the Purchasing Officer of the Department of Veterans' Services in the form of an official contract amendment. Any attempt to offer any documents on the part of any ordering agency or any contractor is a violation of the contract and the Arizona Procurement Code. Any such action is subject to the Legal and contractual remedies available to the state inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.

AVAILABILITY OF FUNDS FOR NEXT FISCAL YEAR: Funds are not presently available for performance under this contract beyond the current fiscal year. The State's obligation for performance of this contract beyond this fiscal year is contingent upon the availability of funds from which payment for contract purposes can be made. No legal liability on the part of the State for any payment may arise for performance under this contract beyond the current fiscal year until funds are made available for performance of this contract.

CANCELLATION (IMMEDIATE): This contract is critical to the State of Arizona and the State reserves the right to immediately cancel the whole or any part of this contract due to failure of the contractor to carry out any term, promise, or condition of the contract. The State will issue written notice of default effective at once and not deferred by any interval of time.

CHANGES: The ADVS reserves the right to revise the work quantities, locations and schedule and make other changes within the general scope of work as may be deemed necessary to best serve the interest of the State. All changes shall be documented by formal amendment to the contract.

CIVIL RIGHTS:

- A. Contractor agrees to comply with Title VI of the Civil Rights Act of 1964 and in accordance with said Act, no person on the grounds of race, color, sex, creed, religion, or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any service or activity under this contract.
- B. Contractor agrees to comply with the State of Arizona Executive Order Number 75-5 (PROHIBITION OF DISCRIMINATION OF STATE CONTRACT, NONDISCRIMINATION IN EMPLOYMENT BY GOVERNMENT CONTRACTORS AND SUBCONTRACTORS), which is hereby made a part of this contract by reference. Notice to employees and applicants setting forth the provisions of this nondiscrimination clause, as required by Paragraph of said Executive Order are required for posting by the Contractor.
- C. Contractor agrees to comply with Title VII of the Civil Rights Act of 1964, which prohibits discrimination against any employee or applicant because of race, color, sex, creed or national origin.
- D. In addition, Contractor agrees to comply with the Federal Immigration Reform Act, Clear Air and Water Act, and Americans with Disabilities Act and the Arizonans with Disabilities Act.



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CONDITION OF AWARD: By submitting an offer, the vendor understands and agrees to promote and offer to state Agencies only those products, equipment and/or services as stated in and allowed for under resultant contract(s). Violation of this condition is grounds for terminating the contract(s).

CONFIDENTIAL INFORMATION: If a person believes that any portion of a proposal, bid, offer, specification, protest or correspondence contains information that should be withheld, then the Procurement Officer shall be so advised in writing (price is not confidential and will not be withheld). Such material shall be identified as confidential wherever it appears. The State, pursuant to A.C.R.R. R2-7-104, shall review all requests for confidentiality and provide a written determination. If the confidential request is denied, such information shall be disclosed as public information, unless the person utilized the "Protest" provision as noted in §41-2616.

CONFIDENTIALITY OF RECORDS: The Contractor shall establish and maintain procedures and controls that are acceptable to the State for the purpose of assuring that no information contained in its records or obtained from the State or from others in carrying out its functions under the contract shall be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the State. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the contract, unless otherwise agreed to in writing by the State.

CONTRACT EXTENSION: By mutual written contract amendment, any resultant contract may be extended for two (2) supplemental periods of up to twelve (12) months each. Maximum term of contract is sixty (36) months, not to exceed a total aggregate of \$35,000.

CONTRACT TERMINATION: The Arizona Department of Veterans' Services reserves the right to terminate the contract at any time, for the convenience of the State of Arizona, without penalty or recourse, by giving written notice to the contractor at least thirty (30) days prior to the effective date of such termination.

CONTRACT TYPE: Firm fixed price indefinite quantity.

CURRENT PRODUCTS: All products offered in response to this solicitation shall be in current and ongoing production; shall have been formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in this solicitation.

DEFECTIVE PRODUCTS: All defective products shall be replaced and exchanged by the Contractor. The cost of transportation, unpacking, inspection, repacking, reshipping or other like expenses shall be paid by the Contractor. All replacement products must be received by the ADVS within seven (7) days of initial notification unless otherwise mutually agreed upon by the ADVS and the Contractor.

DELIVERY HOURS: The ASVH accepts deliveries Monday – Friday from 7:00 a.m. – 2:00 p.m.

DELIVERY CHARGES: Bid prices shall include delivery FOB to the Arizona State Veteran Home. Contractor shall retain title and control of all goods until they are delivered and the contract coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The ADVS will notify the Contractor promptly of any damaged goods and shall assist the Contractor on arranging for inspection.

DOCUMENTS: Submission of additional terms, conditions, or agreements with the bid document may result in bid rejection.

ELIGIBLE AGENCIES: Any contract resulting from this solicitation shall be for the exclusive use of the Arizona Department of Veterans' Services location.

ESTIMATED USAGE: The contract shall be on an as needed, if needed basis. The State makes no guarantee as to the amount of usage that may be utilized under a resultant contract.

EVALUATION (RFO/FOD): In accordance with the Arizona Procurement Code 41-2535, procurements not exceeding an aggregate amount of thirty-five thousand dollars (\$35,000), awards shall be made to the responsible bidder submitting the quotation that is most advantageous to the state and conforms to the solicitation.



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GSA CONSIDERATION: The Contractor shall apply Government Service Agreement (GSA) pricing when applicable and advantageous to the ADVS.

INDEMNIFICATION CLAUSE:

Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities, and its officers, officials, agents, and employees (hereinafter referred to as "Indemnities") from and against any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees, and cost of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury of personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnities shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

INSURANCE:

This Indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

INSURANCE REQUIREMENTS:

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and contractor is free to purchase additional insurance.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability – Written and Oral	\$1,000,000
Fire Legal Liability	\$ 50,000
Each Occurrence	\$1,000,000

a. The policy shall be endorsed to include the following additional insured language: **"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insured's with respect to liability arising out of the activities performed by or on behalf of the Contractor".**

b. Policy shall contain a waiver of subrogation against the State of Arizona, its Departments, agencies, boards, commissions, universities and its officers, Officials, agents, and employees for losses arising from work performed by

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or on behalf of the Contractor

2. Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this contract.

Combine Single Limit (CSL)

\$1,000,000

a. The policy shall be endorsed to include the following additional insured language: **“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, official, agents and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor”**

3. Worker's Compensation and Employers' Liability

Worker's Compensation

Statutory

Employers' Liability

Each Accident

\$ 500,000

Disease – Each Employee

\$ 500,000

Disease – Policy Limit

\$1,000,000

a. Policy shall contain a waiver of subrogation against the State of Arizona, its Departments, agencies, boards, commissions, universities and its officers, Officials, agents, and employees for losses arising from work performed by Or on behalf of the Contractor.

b. This requirement shall not apply to : Separately, EACH contractor of subcontractor exempt under A.R. S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to the Arizona Department of Veterans' Services 4141 North 3rd Street, Phoenix, AZ 85012, Attn: Tammy Vogel and shall be sent by certified mail, return receipt requested.

D **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non admitted insurers in the state of Arizona with an “A.M. Best” rating of not less than A-VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E **VERIFICATION OF COVERAGE:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.



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All Certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by the Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to **The Arizona Department of Veterans' Services, 4141 N. 3rd Street, Phoenix, AZ 85012, Attn: Tammy Vogel**. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

- F **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the Department of Administration, Risk Management Section whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.
- H. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

INVOICING: Invoices must be submitted on an all-inclusive basis. ADVS will not reimburse any item other than the all-inclusive rate multiplied by the number of goods that were provided. Invoice shall include the purchase order number.

LICENSES: Contractor shall maintain in current all Federal, State and Local licenses and permits for the operation of a business conducted by the contractor.

MULTIPLE AWARDS: To provide adequate contract coverage, multiple awards may be made.

OFFSHORE PERFORMANCE OF WORK PROHIBITED: Due to the security and identity protection concerns, all services under this contract shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers.

ORDERING INSTRUCTIONS: Authorization for purchases under the Terms and Conditions of this contract will be made only upon issuance of a purchase document signed by an authorized agent. The purchase document will specify the service requested, delivery instructions and any other pertinent information required. All State and vendor documents must reference the resultant purchase document by number.

PACKING SLIP: Each shipment shall include a packing slip showing the contract number, purchase order number and the quantity shipped.

PAYMENT: The Arizona Department of Veterans' Services shall process all claims for prompt payment in accordance with the standard operating procedures of the State (ARS §35-341). All work shall be paid in arrears by the State.

PERFORMANCE STANDARDS: The State relies upon the provision of services in accordance with contract, therefore, the offeror agrees that time is of the essence, and that contractual commitments shall be made.

PRICE ADJUSTMENT (AFTER 1 YEAR): The ADVS Purchasing Office may review a fully documented request for a price increase only after the contract has been in effect for one (1) year. A price increase adjustment shall only be considered at the time of a contract extension and shall be a factor in the extension review process. The ADVS Purchasing Office shall determine whether the requested price increase or an alternate option is in the best interest of the State. The price increase adjustment, if approved, will be effective upon the first day of the month following approval.



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PRICE REDUCTION: A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice.

PRICING: Pricing must be submitted in an all-inclusive basis. The State will not reimburse any item other than the all-inclusive rates contained on the Price Sheet.

PRODUCT DISCONTINUANCE AND/OR SUBSTITUTION: The State may Award contracts for particular products and/or models of equipment as a result of this solicitation. In the event that a product or model is discontinued by the manufacturer the State at its sole discretion may allow the contractor to provide a substitute for the discontinued item. The contractor shall request permission to substitute a new product or model and provide the following.

- A. A formal announcement from the manufacturer that the product or model has been discontinued.
- B. Documentation from the manufacturer that names the replacement product or model.
- C. Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original solicitation.
- D. Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
- E. Documentation confirming that the price for the replacement is the same as or less than the discontinued model.

PROTECTION OF STATE PROPERTY: The Contractor shall protect his equipment from damage and shall protect state property from damage or loss arising in connection with this contract and shall be liable for any damage, injury or loss caused by his operations or those of his employees.

PURPOSE: Pursuant to provisions of the Arizona Procurement Code, ARS 41-2501 et seq., the State of Arizona, Department of Veterans' Services located at 4141 North 3rd Street, Phoenix, AZ 85012 intends to establish a contract for the material or services listed herein in this solicitation.

QUESTIONS: Questions concerning this solicitation may be directed to Kelli Gourdeaux, Buyer III, 602-248-1558.

SHELF LIFE: All beverages under this contract shall be fully guaranteed according to the manufacturers guidelines.

SUBMISSION OF QUOTE: Each quote shall be submitted to the location indicated on the first page of this solicitation.

SUSPENSION OR DEBARMENT CERTIFICATION: By signing the offer section of the Offer and Acceptance page, SPO form 203, the bidder or offeror certifies that the firm, business or person submitting the bid or offer has not been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with any federal, state or local government. Signing the offer section without disclosing all pertinent information about a debarment or suspension shall result in rejection of the bid or offer or cancellation of a contract. The state also may exercise any other remedy available by law.

SUSPENSION OR DEBARMENT STATUS: If the firm, business or person submitting this bid or offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with any federal, state or local government, the bidder or offeror must include a letter with its bid offer setting forth the name and address of the government unit, the effective date of the suspension or debarment, the duration of the suspension or debarment. Failure to supply the letter or to disclose in the letter all pertinent information regarding a suspension or debarment shall result in rejection of the bid or offer or cancellation of a contract. The state also may exercise any other remedy available by law.

TAX EXEMPTION: The facility listed within this solicitation has been granted a tax exempt status. The Department will provide the awarded Contractor(s) , on an annual basis, a copy of the tax exemption certificate.

TERM OF CONTRACT (1 YEAR): The term of the resultant contract shall commence on the date of notice of award and shall continue for a period of one (1) year thereafter, unless terminated, canceled or extended as otherwise provided.



SPECIAL TERMS & CONDITIONS

ARIZONA DEPARTMENT
OF VETERANS' SERVICES
4141 N. 3RD STREET
PHOENIX, AZ 85012
602-263-1828

RFQ (FOD) NO.: VSF05-045

WARRANTY: All parts and material supplied under this contract shall be fully guaranteed for a minimum of 12 months. Any workmanship or material shall be fully corrected by the contractor without cost to the State.

VENDOR REGISTRATION: Prior or issuance of a Purchase Order and subsequent payment, the Contractor shall have a completed For W-9 (Page 14-16) on file with the Financial Service Division. No payments shall be made until the forms are on file. For questions pertaining to this paragraph, vendors may contact Deb Ludington at (602) 351-6881.

**CERTIFICATE OF INSURANCE**RFQ (FOD) NO.: VSF05-045**ARIZONA DEPARTMENT
OF VETERANS' SERVICES**
4141 N. 3RD STREET
PHOENIX, AZ 85012
602-263-1828

		A					
		B					
NAME AND ADDRESS OF INSURED		C					
		D					
This is to certify that the Policies of Insurance listed below have been issued to the insured named above for the policy period indicated.							
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIABILITY LIMITS IN THOUSANDS		
						EACH OCCURRENCE	AGGREGATE
	GENERAL LIABILITY				BODILY INJURY	\$	\$
	<input checked="" type="checkbox"/> COMPREHENSIVE FORM				PROPERTY DAMAGE	\$	\$
	<input checked="" type="checkbox"/> PREMISES/OPERATIONS						
	UNDERGROUND EXPLOSION & COLLAPSE HAZARD						
	<input checked="" type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS				BI & PD COMBINED	\$	\$
	<input checked="" type="checkbox"/> CONTRACTUAL						
	INDEPENDENT CONTRACTORS				PERSONAL INJURY	\$	
	<input checked="" type="checkbox"/> BROAD FORM PROPERTY DAMAGE						
	<input checked="" type="checkbox"/> PERSONAL INJURY						
					<input type="checkbox"/> CLAIMS MADE FROM RETROACTIVE DATE: _____		
	AUTOMOBILE LIABILITY				BODILY INJURY (PER PERSON)	\$	
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (PER ACCIDENT)	\$	
	ALL OWNED AUTOS (PRIV. PASS.)						
	ALL OWNED AUTOS (OTHER THAN PRIV. PASS.)				PROPERTY DAMAGE	\$	
	HIRED AUTOS						
	NON-OWNED AUTOS				BI & PD COMBINED	\$	
	GARAGE LIABILITY						
	EXCESS LIABILITY				BI & PD COMBINED	\$	\$
	<input type="checkbox"/> UMBRELLA FORM						
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM						
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY		
					\$	(EACH ACCIDENT)	
					\$	(DISEASE - POLICY LIMIT)	
					\$	(DISEASE - EACH EMPLOYEE)	
	OTHER						
State of Arizona and the Department named above are added to additional insureds as required by statute, contract, purchase order or otherwise requested. It is agreed that any insurance available to the named insured shall be primary of other sources that may be available.			It is further agreed that no policy shall expire, be cancelled or materially changed to affect the coverage available to that State without thirty (30) days written notice to the State. THIS CERTIFICATE IS NOT VALID UNLESS COUNTERSIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY.				
NAME AND ADDRESS OF CERTIFICATE HOLDER			DATE ISSUED _____				
			_____ AUTHORIZED REPRESENTATIVE				



PRICE SHEET

ARIZONA DEPARTMENT
OF VETERANS' SERVICES
4141 N. 3RD STREET
PHOENIX, AZ 85012
602-263-1828

RFQ (FOD) NO.: VSF05-045

PRICE SHEET

Item	Brand Name	Pkg. Wt. Unit/Case	Price
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Carbonated:

1.	Classic Coke	24/12oz Cans	_____
2.	Classic Coke-Caffeine Free	24/12oz Cans	_____
3.	Diet Coke	24/12oz Cans	_____
4.	Diet Coke-Caffeine Free	24/12oz Cans	_____
5.	Cherry Coke	24/12oz Cans	_____
6.	Diet Cherry Coke	24/12oz Cans	_____
7.	Sprite	24/12oz Cans	_____
8.	Diet Sprite	24/12oz Cans	_____
9.	Tab	24/12oz Cans	_____
10.	Fresca	24/12oz Cans	_____
11.	Grape	24/12oz Cans	_____
12.	Orange	24/12oz Cans	_____
13.	Fruit Punch	24/12oz Cans	_____
14.	Rootbeer	24/12oz Cans	_____
15.	Dr. Pepper	24/12oz Cans	_____
16.	Diet Dr. Pepper	24/12oz Cans	_____
17.	Diet Dr. Pepper-Caffeine Free	24/12oz Cans	_____
18.	Pepsi	24/12oz Cans	_____
19.	Diet Pepsi	24/12oz Cans	_____
20.	Diet Pepsi-Caffeine Free	24/12oz Cans	_____
21.	Mountain Dew	24/12oz Cans	_____
22.	Diet Mountain Dew	24/12oz Cans	_____

Non-Carbonated:

		List Unit/Case	
1.	<u>Juice:</u>		
2.	Grape	24/12oz cans	_____
3.	Apple	24/12oz cans	_____
4.	Cranberry	24/12oz cans	_____
5.	Orange	24/12oz cans	_____
5.	Lemonade	24/12oz cans	_____
	<u>Fitness Drinks:</u>		
6.	Gatorade	24/20oz btl	_____
7.	Powerade	24/20oz btl	_____
8.	Water	24/.5 ltr btl	_____
9.	Flavored Water	24/.5 ltr btl	_____

**ATTACHMENT****RFQ (FOD) NO.: VSF05-045****ARIZONA DEPARTMENT
OF VETERANS' SERVICES
4141 N. 3RD STREET
PHOENIX, AZ 85012
602-263-1828****REQUEST FOR QUOTATION (FOD)
CHECKLIST**

The information listed below is supplied for the Contractor's convenience. The list identifies sections that must be completed by the Contractor and additional information that is required to be submitted with the bid.

The checklist must be returned with the bid.

ITEM**PLEASE CHECK
WHEN COMPLETED.**

REQUEST FOR QUOTATION (FOD)

(Page 1)

OFFER AND ACCEPTANCE

(Page 2)

INSTRUCTIONS FOR QUOTATIONS

(Page 3)

SPECIAL TERMS AND CONDITIONS

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CERTIFICATE OF INSURANCE

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(UPON AWARD)

PRICE SHEET

(Page 12)

W9 FORM

(Page 13-15)
